

Rochester Telephone Company

117 W. Eighth Street  
Post Office Box 507  
Rochester, IN 46975



Received &amp; Inspected

JUN 30 2014

Tele: 574-223-2191  
Fax: 574-223-4898

REDACTED- FOR PUBLIC INSPECTION

FCC Mail Room

June 26, 2014

**VIA OVERNIGHT DELIVERY**

Marlene H. Dortch, Secretary  
Federal Communications Commission  
Office of the Secretary  
445 12<sup>th</sup> Street, S.W.  
Washington, DC 20554

RE: **Confidential Financial Information Subject to Protective Order in WC Docket Nos. 10-90, 07-135, 05-337, 03-109, CC Docket Nos. 01-92, 96-45, GN Docket No. 09-51, WT Docket No. 10-208, Before the Federal Communications Commission**

Dear Ms. Dortch:

Rochester Telephone Company Inc ("Rochester Telephone"), a privately-held rate of return carrier receiving high cost support, has electronically submitted FCC Form 481 to the Commission with redacted financial data, in compliance with 47 C.F.R. §§ 54.313 and 54.422

As specified in the Protective Order issued on November 16, 2012 by the Commission, two copies of the redacted confidential information are being filed simultaneously with the non-redacted confidential information. The redacted information for this filing and each page of the file where confidential information has been omitted is marked "REDACTED - FOR PUBLIC INSPECTION"

Please feel free to contact me with any questions regarding this particular matter.

Sincerely,

Greta M. Lynch, Vice President-Finance  
Rochester Telephone Company, Inc.

Enclosures

Cc: Mr. Charles Tyler, FCC Telecommunications Access Policy Division  
Indiana Utility Regulatory Commission



**Received & Inspected**

**JUN 30 2014**

[USAC Home](#) | [High Cost Program](#) | [Search Tools](#) | [Form 481](#)

**CONFIRMATION**

**FCC Mail Room**

**Congratulations. Your filing has been successfully certified.**

Filing 1 was successfully certified on Thu 26 Jun 14 11:38:07 AM EDT by tami.paulik@rtc1.com .

SAC : 320815

SPIN : 143001754

Carrier Name : ROCHESTER TEL CO

Program Year : 2015

[Return to 481 Search](#)

**FCC Form 481 - Carrier Annual Reporting  
Data Collection Form**

FCC Form 481

 OMB Control No. 3060-0986/OMB Control No. 3060-0819  
July 2013

<010> Study Area Code	320815	<b>Received &amp; Inspected</b>  JUN 30 2014
<015> Study Area Name	ROCHESTER TEL CO	
<020> Program Year	2015	
<030> Contact Name: Person USAC should contact with questions about this data	Tami Paulik	<b>FCC Mail Room</b>
<035> Contact Telephone Number: Number of the person identified in data line <030>	5742230218 ext.	
<039> Contact Email Address: Email of the person identified in data line <030>	tami.paulik@rtc1.com	

ANNUAL REPORTING FOR ALL CARRIERS		54.313 Completion Required	54.422 Completion Required
(check box when complete)			
<100> Service Quality Improvement Reporting	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<200> Outage Reporting (voice)	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<210> <input checked="" type="checkbox"/> <-- check box if no outages to report		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<300> Unfulfilled Service Requests (voice)	0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<310> Detail on Attempts (voice)	<div style="border: 1px solid black; height: 40px; width: 100%;"></div> (attach descriptive document)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<320> Unfulfilled Service Requests (broadband)	0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<330> Detail on Attempts (broadband)	<div style="border: 1px solid black; height: 40px; width: 100%;"></div> (attach descriptive document)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<400> Number of Complaints per 1,000 customers (voice)		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<410> Fixed	0.0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<420> Mobile		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<430> Number of Complaints per 1,000 customers (broadband)		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<440> Fixed	0.0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<450> Mobile	0.0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<500> Service Quality Standards & Consumer Protection Rules Compliance	(check to indicate certification)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<510> <div style="border: 1px solid black; height: 40px; width: 100%;"></div> 320815IN510.pdf	(attached descriptive document)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<600> Functionality in Emergency Situations	(check to indicate certification)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<610> <div style="border: 1px solid black; height: 40px; width: 100%;"></div> 320815IN610.pdf	(attached descriptive document)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<700> Company Price Offerings (voice)	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<710> Company Price Offerings (broadband)	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<800> Operating Companies and Affiliates	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<900> Tribal Land Offerings (Y/N)?	(if yes, complete attached worksheet)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<1000> Voice Services Rate Comparability	(check to indicate certification)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<1010> <div style="border: 1px solid black; height: 40px; width: 100%;"></div> 320815IN1010.pdf	(attach descriptive document)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<1100> Terrestrial Backhaul (Y/N)?	(if not, check to indicate certification)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<1110>	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<1200> Terms and Condition for Lifeline Customers	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

**Price Cap Carriers, Proceed to Price Cap Additional Documentation Worksheet**

Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers

<2000>	(check to indicate certification)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<2005>	(complete attached worksheet)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Rate of Return Carriers, Proceed to ROR Additional Documentation Worksheet</b>			
<3000>	(check to indicate certification)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<3005>	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

(100) Service Quality Improvement Reporting  
Data Collection Form

FCC Form 481

OMB Control No. 3060-0986/OMB Control No. 3060-0819

July 2013

<010>	Study Area Code	320815
<015>	Study Area Name	ROCHESTER TEL CO
<020>	Program Year	2015
<030>	Contact Name - Person USAC should contact regarding this data	Tami Paulik
<035>	Contact Telephone Number - Number of person identified in data line <030>	5742230218 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	tami.paulik@rtc1.com
<110>	Has your company received its ETC certification from the FCC?	(yes / no) <input type="radio"/> <input checked="" type="radio"/>
<111>	If your answer to Line <110> is yes, do you have an existing §54.202(a) "5 year plan" filed with the FCC?	(yes / no) <input type="radio"/> <input type="radio"/>

If your answer to Line <111> is yes, then you are required to file a progress report, on line <112> delineating the status of your company's existing § 54.202(a) "5 year plan" on file with the FCC, as it relates to your provision of voice telephony service.

- <112> Attach Five-Year Service Quality Improvement Plan or, in subsequent years, your annual progress report filed pursuant to 47 C.F.R. § 54.313(a)(1). If your company is a CETC which only receives frozen support, your progress report is only required to address voice telephony service.

320815IN3010.xlsx

REDACTED-For Public Inspection

Name of Attached Document

Please check these boxes below to confirm that the attached documents(s), on line 112, contains a progress report on its five-year service quality improvement plan pursuant to § 54.202(a). The information shall be submitted at the wire center level or census block as appropriate.

- <113> Maps detailing progress towards meeting plan targets  
 <114> Report how much universal service (USF) support was received  
 <115> How (USF) was used to improve service quality  
 <116> How (USF) was used to improve service coverage  
 <117> How (USF) was used to improve service capacity  
 <118> Provide an explanation of network improvement targets not met in the prior calendar year.




Page 3

(700) Price Offerings including Voice Rate Data  
Data Collection Form

FCC Form 481

QMB Control No. 3060-0986/OMB Control No. 3060-0819

July 2013

<010>	Study Area Code	320815
<015>	Study Area Name	ROCHESTER TEL CO
<020>	Program Year	2015
<030>	Contact Name - Person USAC should contact regarding this data	Tami Paulik
<035>	Contact Telephone Number - Number of person identified in data line <030>	5742230218 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	tami.paulik@rtcl.com

<701> Residential Local Service Charge Effective Date  
<702> Single State-wide Residential Local Service Charge

1/1/2014

[illegible]

(710) Broadband Price Offerings  
Data Collection Form

FCC Form 481

OMB Control No. 3060-0986/OMB Control No. 3060-0819

July 2013

<010>	Study Area Code	320815
<015>	Study Area Name	ROCHESTER TEL CO
<020>	Program Year	2015
<030>	Contact Name - Person USAC should contact regarding this data	Tami Paulik
<035>	Contact Telephone Number - Number of person identified in data line <030>	5742230218 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	tami.paulik@rtc1.com

[illegible]



(800) Operating Companies  
Data Collection Form  
FCC Form 481  
OMB Control No. 3060-0986/OMB Control No. 3060-0819  
July 2013

<010>	Study Area Code	320815
<015>	Study Area Name	ROCHESTER TEL CO
<020>	Program Year	2015
<030>	Contact Name - Person USAC should contact regarding this data	Tami Paulik
<035>	Contact Telephone Number - Number of person identified in data line <030>	5742230218 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	tami.paulik@rtcl.com
<810>	Reporting Carrier	Rochester Telephone Company Inc
<811>	Holding Company	
<812>	Operating Company	Rochester Telephone Company Inc

[illegible]



(900) Tribal Lands Reporting  
Data Collection Form

FCO Form 481

OMB Control No. 3060-0986/OMB Control No. 3060-0819

July 2013

<010> Study Area Code	320815
<015> Study Area Name	ROCHESTER TEL CO
<020> Program Year	2015
<030> Contact Name - Person USAC should contact regarding this data	Tami Paulik
<035> Contact Telephone Number - Number of person identified in data line <030>	5742230218 ext.
<039> Contact Email Address - Email Address of person identified in data line <030>	tami.paulik@rtcl.com

&lt;910&gt; Tribal Land(s) on which ETC Serves

&lt;920&gt; Tribal Government Engagement Obligation

Name of Attached Document

If your company serves Tribal lands, please select (Yes, No, NA) for each these boxes to confirm the status described on the attached document(s), on line 920, demonstrates coordination with the Tribal government pursuant to § 54.313(a)(9) includes:

- |  |   |
|--|---|
| <921> Needs assessment and deployment planning with a focus on Tribal community anchor institutions. | <div style="border: 1px solid black; padding: 2px;"> Select<br/>(Yes, No,<br/>NA) </div> <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div> |
| <922> Feasibility and sustainability planning;   |   |
| <923> Marketing services in a culturally sensitive manner;   |   |
| <924> Compliance with Rights of way processes  |   |
| <925> Compliance with Land Use permitting requirements   |   |
| <926> Compliance with Facilities Siting rules  |   |
| <927> Compliance with Environmental Review processes   |   |
| <928> Compliance with Cultural Preservation review processes   |   |
| <929> Compliance with Tribal Business and Licensing requirements.                                    |   |

**(1100) No Terrestrial Backhaul Reporting  
Data Collection Form**

FCC Form 481

OMB Control No. 3060-0986/OMB Control No. 3060-0819  
July 2013

<010>	Study Area Code	320815
<015>	Study Area Name	ROCHESTER TEL CO
<020>	Program Year	2015
<030>	Contact Name - Person USAC should contact regarding this data	Tami Paulik
<035>	Contact Telephone Number - Number of person identified in data line <030>	5742230218 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	tami.paulik@rtcl.com

<1120> Please check this box to confirm no terrestrial backhaul  
options exist within the supported area pursuant to § 54.313(G)



<1130> Please check this box to confirm the reporting carrier offers  
broadband service of at least 1 Mbps downstream and 256 kbps  
upstream within the supported area pursuant to § 54.313(G)



**(1200) Terms and Condition for Lifeline Customers****Lifeline****Data Collection Form**

FCC Form 481

OMB Control No. 3060-0986/OMB Control No. 3060-0819

July 2013

<010> Study Area Code	320815
<015> Study Area Name	ROCHESTER TEL CO
<020> Program Year	2015
<030> Contact Name - Person USAC should contact regarding this data	Tami Paulik
<035> Contact Telephone Number - Number of person identified in data line <030>	5742230218 ext.
<039> Contact Email Address - Email Address of person identified in data line <030>	tami.paulik@rtcl.com

320815IN1210.pdf

&lt;1210&gt; Terms &amp; Conditions of Voice Telephony Lifeline Plans

Name of Attached Document

&lt;1220&gt; Link to Public Website

HTTP <http://www.rtcl.com/telephone/rochester/>

"Please check these boxes below to confirm that the attached document(s), on line 1210, or the website listed, on line 1220, contains the required information pursuant to § 54.422(a)(2) annual reporting for ETCs receiving low-income support, carriers must annually report:

&lt;1221&gt; Information describing the terms and conditions of any voice telephony service plans offered to Lifeline subscribers,



&lt;1222&gt; Details on the number of minutes provided as part of the plan,



&lt;1223&gt; Additional charges for toll calls, and rates for each such plan.





**(2000) Price Cap Carrier Additional Documentation****Data Collection Form**

Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers

FCC Form 481

OMB Control No. 3060-0986/OMB Control No. 3060-0819

July 2013

<010>	Study Area Code	320815
<015>	Study Area Name	ROCHESTER TEL CO
<020>	Program Year	2015
<030>	Contact Name - Person USAC should contact regarding this data	Tami Paulik
<035>	Contact Telephone Number - Number of person identified in data line <030>	5742230218 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	tami.paulik@rtc1.com

CHECK the boxes below to note compliance as a recipient of Incremental Connect America Phase I support, frozen High Cost support, High Cost support to offset access charge reductions, and Connect America Phase II support as set forth in 47 CFR § 54.313(b),(c),(d),(e) the information reported on this form and in the documents attached below is accurate.

**Incremental Connect America Phase I reporting**

<2010>	2nd Year Certification {47 CFR § 54.313(b)(1)}	<input type="checkbox"/>
<2011>	3rd Year Certification {47 CFR § 54.313(b)(2)}	<input type="checkbox"/>

**Price Cap Carrier Receiving Frozen Support Certification {47 CFR § 54.312(a)}**

<2012>	2013 Frozen Support Certification	<input type="checkbox"/>
<2013>	2014 Frozen Support Certification	<input type="checkbox"/>
<2014>	2015 Frozen Support Certification	<input type="checkbox"/>
<2015>	2016 and future Frozen Support Certification	<input type="checkbox"/>

**Price Cap Carrier Connect America ICC Support {47 CFR § 54.313(d)}**

<2016>	Certification Support Used to Build Broadband	<input type="checkbox"/>
--------	---	--------------------------

**Connect America Phase II Reporting {47 CFR § 54.313(e)}**

<2017>	3rd year Broadband Service Certification	<input type="checkbox"/>
<2018>	5th year Broadband Service Certification	<input type="checkbox"/>
<2019>	Interim Progress Certification	<input type="checkbox"/>
<2020>	Please check the box to confirm that the attached document(s), on line 2021, contains the required information pursuant to § 54.313 (e)(3)(ii), as a recipient of CAF Phase II support shall provide the number, names, and addresses of community anchor institutions to which began providing access to broadband service in the preceding calendar year.	<input type="checkbox"/>

<2021>	Interim Progress Community Anchor Institutions	
--------	--	--

Name of Attached Document Listing Required Information

(3000) Rate Of Return Carrier Additional Documentation		FCC Form 481
Data Collection Form		OMB Control No. 3060-0986/OMB Control No. 3060-0819
		July 2013

<010> Study Area Code 320815  
 <015> Study Area Name ROCHESTER TEL CO  
 <020> Program Year 2015  
 <030> Contact Name - Person USAC should contact regarding this data Greta Lynch  
 <035> Contact Telephone Number - Number of person identified in data line <030> 5742230238 ext.  
 <039> Contact Email Address - Email Address of person identified in data line <030> greta.lynych@rtc1.com

CHECK the boxes below to note compliance on its five year service quality plan (pursuant to 47 CFR § 54.202(a)) and, for privately held carriers, ensuring compliance with the financial reporting requirements set forth in 47 CFR § 54.313(f)(2). I further certify that the information reported on this form and in the documents attached below is accurate.

(3010) Progress Report on 5 Year Plan  
 Milestone Certification (47 CFR § 54.313(f)(1)(i))

Name of Attached Document Listing Required Information

(3011) Please check this box to confirm that the attached document(s), on line 3012 contains the required information pursuant to § 54.313 (f)(1)(ii), the carrier shall provide the number, names, and addresses of community anchor institutions to which began providing access to broadband service in the preceding calendar year. ☐

(3012) Community Anchor Institutions (47 CFR § 54.313(f)(1)(ii))

Name of Attached Document Listing Required Information

(3013) Is your company a Privately Held ROR Carrier (47 CFR § 54.313(f)(2))

(Yes/No)

(3014) If yes, does your company file the RUS annual report

(Yes/No)

Please check these boxes to confirm that the attached document(s), on line 3017, contains the required information pursuant to § 54.313(f)(2) compliance requires:

(3015) Electronic copy of their annual RUS reports (Operating Report for Telecommunications Borrowers)

☐

(3016) Document(s) for Balance Sheet, Income Statement and Statement of Cash Flows

☐

(3017) If the response is yes on line 3014, attach your company's RUS annual report and all required documentation

Name of Attached Document Listing Required Information

(3018) If the response is no on line 3014, Is your company audited?

(Yes/No)

If the response is yes on line 3018, please check the boxes below to confirm your submission, on line 3026 pursuant to § 54.313(f)(2), contains:

(3019) Either a copy of their audited financial statement; or (2) a financial report in a format comparable to RUS Operating Report for Telecommunications

☒

(3020) Document(s) for Balance Sheet, Income Statement and Statement of Cash Flows

☒

(3021) Management letter issued by the independent certified public accountant that performed the company's financial audit.

☒

If the response is no on line 3018, please check the boxes below to confirm your submission, on line 3026 pursuant to § 54.313(f)(2), contains:

(3022) Copy of their financial statement which has been subject to review by an independent certified public accountant; or 2) a financial report in a format comparable to RUS Operating Report for Telecommunications Borrowers,

☐

(3023) Underlying information subjected to a review by an independent certified public accountant

☐

(3024) Underlying information subjected to an officer certification.

☐

(3025) Document(s) for Balance Sheet, Income Statement and Statement of Cash Flows

☐

320815IN3026.xlsx, 320815IN3019-3021.pdf

(3026) Attach the worksheet listing required information

Name of Attached Document Listing Required Information

REDACTED -FOR PUBLIC INSPECTION

**Certification - Reporting Carrier  
Data Collection Form**

FCC Form 481

OMB Control No. 3060-0986/OMB Control No. 3060-0819  
July 2013

<010> Study Area Code	320815
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<020> Program Year	2015
<030> Contact Name - Person USAC should contact regarding this data	Tami Paulik
<035> Contact Telephone Number - Number of person identified in data line <030>	5742230218 ext.
<039> Contact Email Address - Email Address of person identified in data line <030>	tami.paulik@rtcl.com

**TO BE COMPLETED BY THE REPORTING CARRIER, IF THE REPORTING CARRIER IS FILING ANNUAL REPORTING ON ITS OWN BEHALF:**

Certification of Officer as to the Accuracy of the Data Reported for the Annual Reporting for CAF or LI Recipients	
I certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual reporting requirements for universal service support recipients; and, to the best of my knowledge, the information reported on this form and in any attachments is accurate.	
Name of Reporting Carrier:	ROCHESTER TEL CO
Signature of Authorized Officer:	CERTIFIED ONLINE
Printed name of Authorized Officer:	Tami Paulik
Title or position of Authorized Officer:	Secretary-Treasurer
Telephone number of Authorized Officer:	5742230218 ext.
Study Area Code of Reporting Carrier:	320815
Filing Due Date for this form:	07/01/2014
Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.	



## Attachments

(700) Price Offerings including Voice Rate Data  
Data Collection Form

FCC Form 481

OMB Control No. 3060-0986/OMB Control No. 3060-0819  
July 2013

<010>	Study Area Code	320815
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<030>	Contact Name - Person USAC should contact regarding this data	Tami Paulik
<035>	Contact Telephone Number - Number of person identified in data line <030>	5742230218 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	tami.paulik@rtel.com

<701> Residential Local Service Charge Effective Date  
<702> Single State-wide Residential Local Service Charge

1/1/2014

<703>

[illegible]

(710) Broadband Price Offerings  
Data Collection Form

FCC Form 481

OMB Control No. 3060-0986/OMB Control No. 3060-0819  
July 2013

<010>	Study Area Code	320815
<015>	Study Area Name	ROCHESTER TEL CO
<020>	Program Year	2015
<030>	Contact Name - Person USAC should contact regarding this data	Tami Paulik
<035>	Contact Telephone Number - Number of person identified in data line <030>	5742230218 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	tami.paulik@rtc1.com

&lt;711&gt;

[illegible]



## (800) Operating Companies

FCC Form 481

OMB Control No. 3060-0986/OMB Control No. 3060-0819

July 2013

<010>	Study Area Code	320815
<015>	Study Area Name	ROCHESTER TEL CO
<020>	Program Year	2015
<030>	Contact Name - Person USAC should contact regarding this data	Tami Paulik
<035>	Contact Telephone Number - Number of person identified in data line <030>	5742230218 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	tami.paulik@rtcl.com

<810>	Reporting Carrier	Rochester Telephone Company Inc
<811>	Holding Company	
<812>	Operating Company	Rochester Telephone Company Inc

[illegible]

**Rochester Telephone Co., Inc.****Certification of Compliance with Service Quality Standards and Consumer Protection Rules****Line <510>**

Rochester Telephone Co., Inc. concurs with Indiana Tariff I.U.R.C. No. 7. Indiana fully deregulated Basic Telephone Service, including rates and charges and quality of service, except for reporting requirements effective 7/1/09. Rochester Telephone Co., Inc. maintains the highest standards of quality of service and has received no customer complaints filed at the I.U.R.C. on quality of service.

Rochester Telephone Co., Inc. complies with consumer protection rules required by the Federal Communication Commission (FCC) Customer Proprietary Network Information (CPNI). Rochester Telephone Co., Inc. files with the FCC annually a CPNI compliance certificate. Attached is the Executive Summary of the CPNI Manual.

Rochester Telephone Co., Inc. complies with consumer protection rules required by the FACT Act (Red Flag Identity Theft Prevention Program), signed into law by the President on December 4, 2003. Attached is the Executive Summary of the CPNI Manual.



Signature

6-26-14

Date

President

Title

Joseph P. McCarter

Printed Name

## RTC Communications Corp

## Certification of Compliance with Service Quality Standards and Consumer Protection Rules

Line &lt;510&gt;

RTC Communications Corp (Affiliate/Subsidiary of Rochester Telephone Company Inc.) complies with broadband internet standards of quality of service (QOS). RTC Communications Corp maintains the highest standards of quality of service and has received no customer complaints filed at the I.U.R.C. on quality of service.

RTC Communications Corp complies with consumer protection rules required by the Federal Communication Commission (FCC) Customer Proprietary Network Information (CPNI). RTC Communications Corp files with the FCC annually a CPNI compliance certificate. Attached is the Executive Summary of the CPNI Manual.

RTC Communications Corp complies with consumer protection rules required by the FACT Act (Red Flag Identity Theft Prevention Program), signed into law by the President on December 4, 2003. Attached is the Executive Summary of the CPNI Manual.

  
Signature

6-26-14  
Date

President  
Title

Joseph P McCarter  
Printed Name



# **ROCHESTER TELEPHONE COMPANY FACT ACT RED FLAG IDENTITY THEFT PREVENTION MANUAL**

## **Section 1- Red Flag Rules Background and Executive Summary**

The President signed the FACT Act into law on December 4, 2003. The FACT Act added several new provisions to the Fair Credit Reporting Act of 1970 (FCRA). 15 U.S.C. 1681 et. seq. Section 114 of the FACT Act, 15 U.S.C. 1681m(e), amends section 615 of the FCRA and directs the Office of the Comptroller of the Currency, Board of Governors of the Federal Reserve System, Federal Deposit Insurance Corporation, Office of Thrift Supervision, National Credit Union Administration, and Federal Trade Commission (hereafter referred to as "Agencies") to issue joint regulations and guidelines regarding the detection, prevention, and mitigation of identity theft, including special regulations requiring debit and credit card issuers to validate notifications of changes of address under certain circumstances.

Section 114 of the FACT Act requires the Agencies to jointly issue guidelines for financial institutions and creditors regarding identity theft with respect to their account holders and customers. Section 114 also directs the Agencies to prescribe joint regulations requiring each financial institution and creditor to establish reasonable policies and procedures for implementing the guidelines, to identify possible risks to account holders or customers or to the safety and soundness of the institution or creditor.

In developing the guidelines, the Agencies identified patterns, practices, and specific forms of activity that indicate the possible existence of identity theft. The guidelines must be updated as often as necessary, and cannot be inconsistent with the policies and procedures issued under section 326 of the USA PATRIOT Act, 31 U.S.C. 5318(l), that require verification of the identity of persons opening new accounts. The Agencies also must consider including reasonable guidelines that would apply when a transaction occurs in connection with a consumer's credit or deposit account that has been inactive for two years. These guidelines would provide that in such circumstances, a financial institution or creditor, "shall follow reasonable policies and procedures" for notifying the customer, "in a manner reasonably designed to reduce the likelihood of identity theft."

Pursuant to these directions, the Agencies published a joint notice of proposed rulemaking (NPRM) in the Federal Register that proposed rules and guidelines to implement section 114 and create a program (hereafter referred to as "Program") designed to comply with rules and guidelines. Based upon the Agencies' proposal and comments received, the Agencies issued final rules and guidelines.



# **ROCHESTER TELEPHONE COMPANY FACT ACT RED FLAG IDENTITY THEFT PREVENTION MANUAL**

## **Section 1- Red Flag Rules Background and Executive Summary (cont)**

The final rules require the Program to address accounts where identity theft is most likely to occur. The final rules describe which financial institutions and creditors are required to have a Program, the objectives of the Program, the elements that the Program must contain, and how the Program must be administered.

Under the final rules, only those financial institutions and creditors that offer or maintain "covered accounts," must develop and implement a written Program. A covered account is: (1) an account primarily for personal, family, or household purposes, that involves or is designed to permit multiple payments or transactions, or (2) any other account for which there is a reasonably foreseeable risk to customers or the safety and soundness of the financial institution or creditor from identity theft. Each financial institution and creditor must periodically determine whether it offers or maintains a "covered account."

The final regulations provide that the Program must be designed to detect, prevent, and mitigate identity theft in connection with the opening of a covered account or any existing covered account. In addition, the Program must be tailored to the entity's size, complexity and nature of its operations.

The final regulations list the four basic elements that must be included in the Program of a financial institution or creditor. The Program must contain "reasonable policies and procedures" to:

- Identify relevant Red Flags for covered accounts and incorporate those Red Flags into the Program
- Detect Red Flags that have been incorporated into the Program;
- Respond appropriately to any Red Flags that are detected to prevent and mitigate identity theft; and
- Ensure the Program is updated periodically, to reflect changes in risks to customers or to the safety and soundness of the financial institution or creditor from identity theft.

The regulations also enumerate certain steps that financial institutions and creditors must take to administer the Program. These steps include obtaining approval of the initial written Program by the board of directors or a committee of the board (or senior management if there is no board of directors), ensuring oversight of the development, implementation and administration of the Program, training staff, and overseeing service provider arrangements.

# **ROCHESTER TELEPHONE COMPANY FACT ACT RED FLAG IDENTITY THEFT PREVENTION MANUAL**

## **Section 1- Red Flag Rules Background and Executive Summary (cont)**

The regulations note that financial institutions and creditors should be mindful of other related legal requirements that may be applicable, such as:

- (A) For financial institutions and credits that are subject to 31 U.S.C. 5318(g), filing a Suspicious Activity Report in accordance with applicable law and regulation;
- (B) Implementing any requirements under 15 U.S.C. 1681c-1(h) regarding the circumstances under which credit may be extended when the financial institution or creditor detects a fraud or active duty alert;
- (C) Implementing any requirements for furnishers of information to consumer reporting agencies under 15 U.S.C. 1681s-2, for example, to correct or update inaccurate or incomplete information, and to not report information that the furnisher has reasonable cause to believe is inaccurate; and
- (D) Complying with the prohibitions in 5 U.S.C. 1681m on the sale, transfer, and placement for collection of certain debts resulting from identity theft.

In addition, because the Federal Communications Commission's (FCC's) Customer Proprietary Network Information (CPNI) rules<sup>1</sup> include requirements regarding a specific form of identity theft (pretexting), telecommunications carriers are required to comply with the procedures they have established in response to those rules.

<sup>1</sup> Federal Communications Commission CPNI Report and Order of 2007, Report and Order and Further Notice of Proposed Rulemaking regarding Telecommunications Carriers' Use of CPNI and Other Customer Information, April 2007.



# ROCHESTER TELEPHONE COMPANY CPNI MANUAL

## Executive Summary

Federal Communication Commission (FCC) Customer Proprietary Network Information (CPNI) rules require that ROCHESTER TELEPHONE COMPANY ("Company") and its employees must take reasonable measures to discover and protect CPNI.

CPNI is information that is obtained due to the carrier-customer relationship and is not public knowledge. CPNI includes call detail and non-call detail. CPNI call detail information examples include, but are not limited to, information such as the calling number, called number, and the length of time for a call. Non-call detail information is account information contained in the bills to a customer pertaining to local exchange and/or toll services, such as calling features, calling plan subscribed to, dollar amounts, etc.

The Company must train its personnel as to when they are and are not authorized to use or distribute CPNI, and the Company must have an express disciplinary process in place to be used in the event that a CPNI breach occurs.

The Company must have an officer sign a compliance certificate on an annual basis (due March 1<sup>st</sup> of each year for the prior year), which includes an explanation of any actions taken against data brokers, as well as a summary of all consumer complaints received in the previous year regarding the unauthorized release of CPNI.

In addition, the Company must establish a supervisory review process regarding carrier compliance for outbound marketing situations and must also maintain records of carrier compliance. Specifically, sales personnel must obtain supervisory approval by the CPNI Compliance Officer of any proposed outbound marketing request for customer approval.

The Company is required to notify both law enforcement and customers in the event of a CPNI breach within seven days of the discovered breach; however law enforcement must be notified seven days before the customer is notified or longer if law enforcement requests a delay in notifying the customer.

The Company prohibits its employees from releasing call detail information to customers during customer-initiated telephone contact, except when the authorized customer provides a password. Further, if the authorized customer does not provide a pre-established password, the FCC prohibits the release of call detail information except by sending the information to an address of record, or by calling the customer at the telephone number of record. As an alternative, the customer may come into the office and show valid, government-issued photo identification in order to be authenticated.

The Company also requires password protection for any online account access. All account information accessed online must have a password input before obtaining access to any of the account information. (Note: Password, whether for call detail or online access, must not be based on readily available historical information such as a social security number, mother's maiden name, etc.)

The Company is required to notify the customer immediately when a password, customer response to a security question is utilized for the authentication for lost or forgotten passwords, online account, or address of record is created or changed. This notification must be generic and not state the specifics of the change or activity. For example if the address of record was changed, the Company must not provide the new address, but only state the address was changed.

The Company must obtain opt-in consent from a customer before disclosing a customer's CPNI to a joint venture partner, independent contractor, or a third party for the purpose of marketing communications-related services to that customer.

For business customers, if the Company has established a dedicated account representative for a particular business customer and the Company has a contractual agreement with that business customer that specifically addresses the carrier's protection of CPNI, then the contract CPNI requirements shall replace the FCC CPNI requirements contained in this manual.

The opt-out and opt-in approval requirements must be followed for marketing related services to the customer or for distribution to Company affiliates or third parties.

When customer approval of CPNI use is necessary, it may be obtained through written, oral, or electronic methods. The Company must maintain records of approval, whether oral, written, or electronic. The Company must implement a system by which the status of a customer's CPNI approval can be clearly established prior to the use of CPNI.

The company must provide notification to the customer of the customer's right to restrict use of, disclosure of, and access to that customer's CPNI. The company must maintain records of notification.



*Rochester Telephone Company*

**Rochester Telephone Company**  
**Service Quality and**  
**Emergency Functionality**  
**Volume 2, Issue 1**

**THIS DOCUMENT CONTAINS IMPORTANT INFORMATION REGARDING OUR POLICIES AND PRACTICES, INCLUDING COMPLAINT PROCEDURES, ARBITRATION AND DISPUTE RESOLUTION**

This notice is being provided to you, as a new or existing customer of Rochester Telephone Company, to inform you of the terms and conditions governing your Telecommunication services. In addition, this notice is being provided to you in order to comply with the Company's obligations under the rules of the Federal Communications Commission (FCC), which require us to inform our customers at the time of installation and at least annually thereafter of the current terms and conditions governing our service, including with respect to the Company's billing and complaint procedures, procedures for the resolution of complaints about service quality, installation and service maintenance policies. Other information relating to the products and services which we offer, the prices and options of services we offer and instructions on how to use our services are provided you at installation and/or from time to time during the year under separate cover. Please read this document carefully.

For those of our customers receiving service through commercial accounts, bulk rate arrangements with multiple dwelling owners, or similar arrangements, some of the policies, procedures and services herein may not apply. Please refer to the terms and conditions of documents reflecting such separate arrangements. Where such documents are inconsistent with the policies, procedures and information relating to service set forth herein, the terms and conditions of such separate arrangements shall apply.

## **Rochester Telephone Policies And Practices**

The following Policies and Practices, set forth below, are terms and conditions that apply to you when you accept our Services. We may change them in the future and will notify you if that occurs. We will continue to review our Policies and Practices as part of our commitment to continually review and improve the quality of Services we provide. We will send you a written, electronic, or other appropriate notice informing you of any changes and the Effective Date. If you find the change unacceptable, you have the right to cancel your Service. However, if you continue to receive Service after the Effective Date of the change, we will consider this your acceptance of the change.

### **1. DEFINITIONS**

As used in these Policies and Practices:

"We", "Company", "us" or "our" means Rochester Telephone Company and all affiliated entities using the brand name Rochester Telephone Company, including your local cable company, its employees, authorized agents, and its parents, subsidiaries and affiliated companies.

"You", "your" or "Customer" means the customer identified on the work order that was signed to begin your service(s) and any other person using the Services provided to you or authorized by you to access or modify your account.

"Home" means the place you live, including a single-family home, apartment, other residence, or any other type of dwelling unit, where your Service is installed.

"Service(s)" means the service(voice, data or video) and any other miscellaneous service we provide to you.

"Hourly service charge" means the hourly charge you pay us for certain services. The hourly service charge is calculated using the rules and regulations of the Federal Communications Commission ("FCC"). It is designed to recover the costs of servicing, installing and maintaining customer equipment.

"Installed" means either installed or activated.

"Inside Wire" or "Inside Wiring" means the cable/wire that runs inside your home to a point 12 inches outside of your home, and includes any extra outlets, splitters, connections, fittings or wall plates attached to it.

"Equipment" means any equipment which is not inside wiring, installed in or around your home, whether or not provided by us, necessary or convenient for you to receive Services from us. Inside wiring is not Equipment.

### **2. PAYMENT FOR SERVICE**

If you are a new customer, we may conduct a customer risk assessment and require a deposit before we install service. Rochester Telephone Company shall not discriminate in the application of its local risk assessment and deposit policy on the basis of race, color, sex, creed, religion, nationality, sexual orientation or marital status. Any risk assessments conducted by either Rochester Telephone Company or its third party credit bureau will be done in conformance with the requirements of all applicable state or federal laws.

We provide Service to you on a month-to-month basis, unless you have otherwise agreed. Charges for Service start within 2 hours after Service is installed. The charges for one month's Service, any deposits, and any installation or equipment lease fees are payable when Service is installed. After that, we will bill you each month in advance for Service (except for pay-per-view movies or events, which are sometimes billed after they are provided to you).

The bills you receive will show the total amount due and the payment due date. You agree to pay us monthly, in full, by the payment due date for that Service and for any other charges due us, including any administrative late fee(s) and related fees, charges and assessments due to late payments or nonpayments, and any returned check fees, plus other separate and additional charges as described below.



If we do not receive your payment by the due date stated on the bill, you may be charged such fees, charges and assessments, plus the other separate and additional charges.

The administrative fee(s), charges and assessments related to late payment and nonpayment are intended to be reasonable advance ESTIMATES OF COSTS RESULTING FROM LATE PAYMENTS OR NONPAYMENTS OF OUR CUSTOMER. We will tell you the amount of these fees and other separate or additional charges at or before the time you subscribe to and receive our Services, prior to the time we implement or assess new ones, and in our annual mailings to you thereafter. You may avoid these fees and other separate or additional charges relating to late payment and nonpayment by making sure that your payment is received by the due date on the bill, you agree to voluntarily pay these fees and any other separate and additional charges, fees, and assessments as a condition of receiving our Services.

We do not anticipate that you will make partial payments or pay your bill late, and the administrative late fee (s) and other related charges, fees, and assessments related to late payment and non payment are set in advance because it would be difficult to know in advance: (a) whether or not you will pay your bill on time, (b) if you do pay late, when you will actually pay your bill, if ever, and (c) what costs we will incur because of your late payment or nonpayment. We do not extend credit to our customers and the administrative fee(s), related fees, charges and assessments are not interest, a credit service charge or a finance charge. Our late fee practices may be revised to comply with applicable law.

Charges for your Service may be billed to you together with other Services that you receive from our affiliated companies or us. Payment of any such bill for multiple Services is due in full on the indicated payment due date. Any failure to pay such bill in its entirety after the due date may result in administrative or late fees and/or disconnection of Service with respect to any or all of the Services billed. Any partial payment of a bill will be allocated by us amount and between such Services and amount charged at our discretion, subject only to applicable law.

If you change the Services you receive, we may charge you a change of service fee such as upgrade or downgrade charge. If you have any questions, please ask the representative you talk to when requesting a change in Service. A listing is also provided to our customers annually in a mailing or bill stuffer.

You may pay your bill by mailing payment to the address specified on your bill. We do not assume the risk of undelivered mail. Payment shall be deemed made on the business day received by us, except that, if payment is received on a day that is not a business day, it shall be deemed received on the next business day. If we have an office that we have designated as a payment center in your area, you may deliver your payment to the payment center, and it will be deemed received when delivered or, if not on a regular business day, on the next such day. If our representative collects payment from you at your home, there may be an additional charge for that service.

You agree to pay all taxes, franchise fees, and other charges, if any, which are not or in the future may be assessed because you receive our Service.

If there are any billing errors or other requests for credit, you must bring those to our attention within six (6) months of the time you receive the bill for which you are seeking correction, unless applicable law provides for a longer period, which cannot be waived or otherwise modified. Payments received from you will be deemed to be paid voluntarily.

### 3. COMPANY CHANGES IN SERVICES AND CHARGES

Subject to applicable law, we have the right to change our Service and Equipment and our prices or fees, at any time. We also may rearrange, delete, add to or otherwise change the Service provided on our Basic Service or other levels of Service. If the change affects you, we will provide you notice of the change and its Effective Date. The notice may be provided on your monthly bill, as a bill insert, in a newspaper or by other reasonable METHOD OF COMMUNICATION. If you find the change unacceptable, you have the right to cancel your Service. However, if you continue to receive Service after the Effective Date of the change, we will consider this your acceptance of the change. Please take the time to read the monthly messages and to review your bill carefully to make sure your name and address are correct. You will generally be billed at the same time each month.

After notice to you of a retiring of our Services or a price increase, you may obtain changes in service tiers at no additional charge. Otherwise, changes by you of the Services you receive may result in upgrade, downgrade or change of service charges. Please refer to the Products and Services Price List we have supplied to you for details or call us at the number on your monthly bill if you have questions. A list of charges is also provided to our customers annually in a mailing or bill stuffer.

### 4. TERMINATION OF SERVICE

You may not assign or transfer the service without our written consent.

The provisions of these Policies and Practices, including the dispute resolution process (Section 10) shall survive termination, amendment or expiration of your relationship with the Company, your receipt of Services, or any other relationship between us.

a. **Voluntary Termination.** Unless you have otherwise agreed (such as where you have agreed in advance to receive Service over a specified period of time), you have the right to cancel your Service for any reason at any time by giving us notice. We will refund any balance due to you approximately thirty (30) days of the later of (i) your notice to us of the discontinuance of Service or (ii) the return of any Equipment you may have.

b. **Involuntary Termination/Effect on other Rochester Telephone Company Services.** Subject to applicable law, if you fail to pay your bill when it is due or fail to comply with any provision contained in these Policies and Practices, we have the right to terminate your Service or any other Service included within your bill. We may also, without limitation, require you to pay all past due charges, an installation charge, a deposit and a minimum of one month's advance charges before we reconnect your Service. Further, if you do not reconnect, any rental equipment must be returned to us. A handling fee may be charged for returned checks.

In either termination event, you will be charged an early termination fee if service is removed within 6 months of activation date. If you have a payment credit for any reason (including, without limitation, an unreturned security deposit or prepayment) at the time of your termination of service, such payment credit will be set off against any amount, which you owe us before its remittance to you.



## 5. EQUIPMENT

Except for the Inside Wiring, which we consider your property regardless of who installed it, the Equipment installed by us or provided to you by us belongs to us or other third parties, unless you have purchased it. We may, at our option, supply new or reconditioned Equipment to you.

You must have our prior written consent to sell or give away our Equipment, and our Equipment may only be used in your home.

If you cease to be our customer, you are responsible for returning our Equipment to our designee or us. If you move, do not leave our Equipment in your vacant home or with anyone else. Our Equipment must be returned to us or one of our representatives in working order, normal wear and tear excepted, or you will be charged the amount set for the in the current Products and Services Price List, or the revised amount of which you have subsequently been given notice, or if no amount has been specified for the particular model of Equipment involved, our replacement costs for such unreturned Equipment.

You are responsible for preventing the loss of or damage to our Equipment within your home. We suggest that our Equipment in your possession be covered by your homeowners, renters, or other insurance. You will be directly responsible for repair, replacement and other costs, damages, fees and charges if you do not return our Equipment to us in an undamaged condition.

If you have us repair or maintain the Inside Wiring, we will charge you additionally, either by the hour or flat fee, for that service. We are not responsible for problems with the operation of equipment you own (such as VCR's, home antennas, phones, computers or cable-compatible equipment) not owned by us, even if it is attached to the cable or Equipment.

None of the Equipment supplied by us outside your home or property in connection with the installation of the Equipment and service shall be deemed fixtures, or in any way part of your real property, unless you purchase our services to the extent permitted by applicable law when Service ends. We may remove the Equipment supplied by us, at our option, at any time during or following the termination of your Service, and you agree to allow us access to your home for such purposes.

We consider Inside Wiring to be your property, regardless of who may have installed it. Unless otherwise agreed upon by Company and you in writing, you will continue to be responsible for the repair and maintenance of the Inside Wire. You may install Inside Wiring, such as additional cable wiring and outlets. Regardless of who does the work, the internal wiring within your home must not interfere with the normal operations of you local cable system. Inside Wire maintenance may not be your responsibility if you rent your home. Contact your landlord or building manager to determine responsibility.

## 6. ACCESS TO CUSTOMERS' HOMES

You authorize us or our designees to enter into your home, in your or your representative's presence, or upon your property during normal business hours or by appointment, to install, inspect, maintain, replace, remove or otherwise deal with the Service and Equipment supplied by us. This authorization includes allowing us or such designee to be on your property outside your home at reasonable times even if you are not at home. You authorize our designee us or to make connections and perform other tasks that are necessary or desirable to enable us to provide Service to you or others, including connecting and making necessary attachments to your Inside Wiring. If you are not the owner of your home, you are responsible of obtaining any necessary approval from the owner to allow us into your home to perform the functions specified above. In additions, you agree to supply our designee, or us if we ask you to, with: (a) the owner's name, address and phone number; (b) proof that you may give us access on the owner's behalf or (c) consent from the owner of the home. You can be assured that our employees or designees are easily identified by their I.D. badges and our vehicles are clearly marked so they're easy to spot.

## 7. USE OF UNAUTHORIZED SERVICE AND EQUIPMENT

We provide Service to you for your use and enjoyment. You agree that the programming provided over the cable system will not be viewed in areas open to the public. The programming may not be rebroadcast, transmitted or performed, nor may admission be charged for its viewing without first obtaining written consent, in advance, from us and our programming suppliers(s). This consent may be withheld at the sole discretion of either of us.

You agree not to attach any unauthorized device to our Equipment. If you make any unauthorized connection or modification to the Equipment of any other part of the services system, you will be in breach of these Policies and Practices, and we may terminate your Service and recover such damages as may arise as a result of your breach.

Much of the Equipment necessary to receive our Services is available both from us and others. Regardless of whether you purchase such Equipment of lease such Equipment from us, you are responsible for assuring that such Equipment does not interfere with the normal operations of our local services and communications systems and devices. For example, you agree not to install anything to intercept or receive or to assist in interception or receiving, or which is capable of interception or receiving any Service offered over our cable system, unless specifically authorized to do so by us. You are responsible to pay for all Services received or otherwise provided to your household. You also agree that you will not attach anything to the Inside Wire or Equipment, whether installed by you or us, which singly or together results in a degradation of our cable system's signal quality or strength. You may not attach any device or equipment to your Inside Wiring in a way that impairs the integrity of our systems. Services or signals provided by us which are carried on or transmitted through the Inside Wire or Equipment provided by us may not be commingled with signals or services provided by others.

We can recover damages from you as provided by applicable law for tampering with any of our Equipment or any other part of our cable system or for receiving unauthorized service.

You must return our Equipment when you are no longer a customer. In the future, you may also choose to buy Equipment from an independent store. However, analog converters with descrambling capabilities should only be obtained from us. In fact, should you see advertisement for cable converters that have descramblers in them (so-called "pirate boxes" or "black boxes"), you should understand that these devices may be illegal to sell or use, unless authorized by us. Because of the need to protect our scrambled Service, we will not authorize the use of any analog converter/descrambler purchased at a retail store must be authorized by us through the use of a special security device. People who use illegal converters/descramblers may be stealing cable service. This practice may unfairly result in increased price to our honest customers.



## 8. LIMITED 30-DAY WARRANTY AND LIMITATION OF LIABILITY

EXCEPT AS EXPLICITLY SET FORTH IN THE TERMS AND CONDITIONS OF SPECIFIC SERVICES WE PROVIDE TO YOU, WE WARRANT FOR A PERIOD OF 30 DAYS FROM THE DATE OF OUR INSTALLATION OR REPAIR AT YOUR HOME THAT OUR SERVICE AND THE EQUIPMENT WE HAVE INSTALLED OR REPAIRED WILL MEET ACCEPTED INDUSTRY STANDARDS AND BE FREE FROM DEFECTS IN MATERIALS OR WORKMANSHIP. IF YOU REPORT ANY FAILURE TO CONFORM TO THIS WARRANTY TO US WITHIN THAT 30-DAY PERIOD, WE WILL REPERFORM THE NONCONFORMING SERVICES AND OF REPAIR OR REPLACE THE NONCONFORMING EQUIPMENT, SUCH REPERFORMANCE OF WORK OR REPAIR OR REPLACEMENT OF NONCONFORMING EQUIPMENT SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR SOLE REMEDY UNDER THIS WARRANTY, WHETHER CLAIMS OR REMEDIES ARE SOUGHT IN CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE).

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR IMPLIED, IN FACT OR IN LAW. WE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIM ANY AND ALL WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

EXCEPT AS EXPRESSLY REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PERFORM OUR OBLIGATIONS, INCLUDING INTERRUPTIONS IN SERVICE, IF SUCH DELAY OR NONPERFORMANCE ARISES IN CONNECTION WITH ANY ACTS OF GOD, FIRES, EARTHQUAKES, FLOODS, STRIKES OR OTHER LABOR DISPUTES, UNUSALLY SEVERE WEATHER, ACTS OF ANY GOVERNMENTAL BODY, OR ANY OTHER CAUSE BEYOND OUR REASONABLE CONTROL.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS.

IN NO EVENT SHALL WE OR OUR EMPLOYEES OR AGENTS HAVE ANY LIABILITY FOR PUNITIVE, TREBLE, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OUR PROVISION OF OR FAILURE TO PROVIDE ANY EQUIPMENT OR SERVICES TO YOU, OR FROM ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICE, LABOR, MATERIALS, WORK OR EQUIPMENT FURNISHED TO YOU, OR FROM OUR BILLING, ADVERTISING OR OTHER PRACTICES WHICH ARE IN ANY WAY RELATED TO OUR OFFERING OR PROVISION OF SERVICES OR EQUIPMENT TO YOU. SUCH LIMITATION OF LIABILITY APPLIES IN ALL CIRCUMSTANCES, REGARDLESS OF WHETHER SUCH DAMAGES MAY BE AVAILABLE UNDER APPLICABLE LAW, AND THE PARTIES HEREBY WAIVE THEIR RIGHTS, IF ANY, TO RECOVER ANY SUCH DAMAGES.

YOUR SOLE AND EXCLUSIVE REMEDIES UNDER THIS AGREEMENT ARE AS EXPRESSLY SET FORTH IN THIS AGREEMENT, UNLESS APPLICABLE LAW PROVIDES THAT CERTAIN REMEDIES, DAMAGES AND/OR WARRANTIES CANNOT BE WAIVED, LIMITED OR OTHERWISE MODIFIED. IF CERTAIN REMEDIES, DAMAGES AND/OR WARRANTIES CANNOT BE WAIVED, LIMITED OR OTHERWISE MODIFIED, THE LIABILITY OF THE COMPANY AND ITS AFFILIATES IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## 9. CUSTOMER COMPLAINT PROCEDURES

If you have any complaint regarding the Service, including billing service and quality of the services we deliver, you should contact us at the telephone number on your monthly bill or in writing to inform us. We also maintain a local business office that is open weekdays, except holidays, for customer visits. We will promptly try to resolve the problem. If you are dissatisfied with our resolution of the complaint, you may notify the responsible official for your community (please refer to your cable bill for the agency's name and address).

We maintain a toll-free telephone access line that will be available to you 24 hours a day, seven days a week, every day of the year. When you call about a service problem during regular business hours, a customer service representative (CSR) will attempt to determine the nature of the problem. If possible, the CSR will help you resolve the problem over the telephone. If the problem cannot be resolved during the call, the CSR will schedule a service technician to visit your home. If your workload permits, the service technician will be dispatched the same day. Our CSRs and service technicians are well trained and have authority to attempt to resolve a customer's problem, including replacement of any non-operating equipment, in order to provide quality service.

We offer an "appointment window" for installation, service, calls, or other installation activities that is either a specific time, or at a maximum, a four-hour time block during normal business hours. We commit to a policy to not cancel our appointment with you after the close of business in the business day prior to a scheduled appointment. If we are running late for an appointment, we will attempt to contact you and will, as necessary, attempt to reschedule to a time that is convenient for you.

Emergencies that affect services, such as fallen utility poles, violent storms or very cold weather, may interfere with Quality of Services. We are committed to have one of our crews promptly correct outages or other service-related problems occurring as a result of an emergency situation. We pledge a prompt response at any time if a large area of the system is experiencing technical difficulties.

We will maintain complaint records for at least a one-year period. In addition, those records will be available for inspection by the franchise authority or the FCC.

We urge you to call us at the phone number printed on your bill any time you have questions or concerns about your Service, including DCR hookup questions or problems.

If you are unsatisfied with your handling of your complaint, you may contact the local franchising authority. The address of the responsible officer for your franchising authority is noted in section 15.

# 10. MANDATORY AND BINDING ARBITRATION

IF WE ARE UNABLE TO RESOLVE INFORMALLY ANY CLAIM OR DISPUTE RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE SERVICES PROVIDED, WE HAVE AGREED TO BINDING ARBITRATION EXCEPT AS PROVIDED BELOW. YOU MUST CONTACT US WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES WHICH ARE SUBJECT TO PARAGRAPH 3, RATES AND CHARGES, ABOVE), OR YOU WAIVE THE RIGHT TO PURSUE A CLAIM BASED UPON SUCH EVENT, FACTS OR DISPUTE.

THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS SIMILARLY SITUATED UNLESS YOUR STATES LAWS PROVIDE OTHERWISE.

As the first step in the arbitration process, you may select an arbitration organization from the choices below to preside over your dispute with the Company:

- a) American Arbitration Association ("AAA")  
335 Madison Ave., Floor 10  
New York, NY 10017-4605  
1-800-778-7879  
[www.adr.org](http://www.adr.org)

AAA will apply the Supplementary Procedures for Consumer-Related Disputes and the Consumer Dispute Resolution Procedures in arbitrating claims between you and the Company.

- b) Judicial Arbitration & Mediation Service ("JAMS")  
1920 Main Street, Suite 300  
Irvine, CA 92614  
(949) 224-1810  
[www.jamsadr.com](http://www.jamsadr.com)

JAMS will arbitrate your dispute with the Company under either the Streamlined Arbitration Rules & Procedures or the Comprehensive Arbitration Rules & Procedures, depending on the amount of the claim in dispute.

- c) National Arbitration Forum ("NAF")  
P.O. Box 50191  
Minneapolis, MN 55405-0191  
1-800-474-2371  
[www.arbitration-forum.com](http://www.arbitration-forum.com)

NAF will resolve all disputes brought before it using the NAF Code of Procedures.

The arbitration will take place at a location, convenient to you, in the area where you receive service from us. The Company will pay for all reasonable arbitration filing fees and arbitrator's costs and expenses, except that YOU ARE RESPONSIBLE FOR ALL COSTS THAT YOU INCUR IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, YOUR EXPERT WITNESSES OR ATTORNEYS. We have agreed that a single arbitrator will resolve the dispute. Moreover, participating in arbitration may result in limited discovery.

WE HAVE AGREED THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION: (1) ANY CLAIM FILED BY THE COMPANY TO COLLECT OUTSTANDING BALANCES FOR UNPAID SERVICE OR THE THEFT OF ANY SERVICE OR EQUIPMENT; (2) ANY DISPUTE OVER VALIDITY OF EITHER PARTY'S INTELLECTUAL PROPERTY RIGHTS OR OUR LICENSES TO OPERATE OUR BUSINESS; AND (3) ANY DISPUTE INVOLVING VIOLATIONS OF 47 U.S.C. § 551 (WHICH RELATES TO PROTECTION OF SUBSCRIBER PRIVACY), OR 18 U.S.C. §§ 2510-2521 (WHICH RELATES TO UNLAWFUL INTERCEPTION OF COMMUNICATIONS).

# 11. NOTICE

Except as provided in paragraph 3 above or otherwise permitted by law, if we send you notice, it will be considered given when deposited in the U.S. mail, addressed to you at your last-known address or hand delivered to you or to your home. We may provide electronic or telephone notice to you, which shall be deemed given when left with you. If you give notice to us, it will be deemed given when received by us.

# 12. CHANGES TO POLICIES AND PRACTICES

These Policies and Practices are subject to amendment, modification or termination if required by law or regulation. We will notify you of changes to these Policies and Practices. Any changes proposed by you will only be effective when accepted in writing by one of our senior officers, within their sole discretion.

# 13. ENFORCEABILITY AND SURVIVAL

If any portion of these Policies and Practices is determined to be illegal or unenforceable, then the remainder of such Policies and Practices shall be given full force and effect. The provisions of these Policies and Practices shall survive termination, amendment or expiration of the Agreement.

#### 14. PRODUCTS AND SERVICES PRICE LIST

Please note that our Products and Services Price List changes from time to time. The current version of our Products and Services Price List was provided to our existing customer earlier this year and is available from us under separate cover.

#### 15. IMPORTANT INFORMATION

##### SERVICE AREA

Rochester, IN  
Akron, IN

##### PHONE NUMBERS

574-223-2191  
574-598-2782

##### OFFICE HOURS

Rochester M-F 8am - 5pm  
Akron M,W,F 8am - 5pm

##### MAILING/OFFICE ADDRESS

117 W 8<sup>th</sup> St  
PO Box 507  
Rochester, IN 46975

## **Certification of Ability to Function in Emergency Situations**

### **Rochester Telephone Company Inc**

Rochester Telephone Company Inc. (Company) provides adequate compliance with regard to the backup power for telecommunications equipment to function without external power source.

The Company's telephone switch complies with industry standard battery power for "off-hook" or runtime capability to power the equipment for 7 - 8 hours. In addition, the main facility is equipped with a natural gas generator capable of powering all equipment necessary in standalone emergency situations.

In addition, the Company has remote switching/transmission sites throughout the ILEC area, which have battery backups with capabilities of 5-7 hour service. Additionally, the Company has a eight (8) portable gasoline powered generators compatible to power all of the remote locations. The Company has a diesel powered generator at our truck warehouse facility that includes telephony transmission equipment.

The Company has redundant backbone transport fiber routes capable of rerouting traffic around damaged data center facilities. The Company monitors facilities 24/7.

The Company is capable of managing traffic spikes that could result during emergency situations. The transport and core networks provide 10G data paths and the access network is GPON (1G passive optical network). Indiana Fiber Network (IFN) supplies internet connectivity through a redundant ring / dual path topology. The company closely monitors purchased internet access bandwidth, to allow extra capacity for emergency situations.



Rochester Telephone Company, Inc.

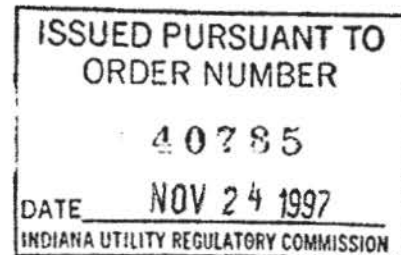
I.U.R.C. Tariff No. 1  
Section VII  
Original Sheet No. 9

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LOW INCOME PROGRAMS

CONCURRENCE

Pursuant to the provisions contained in Cause Nos. 40785 and 41052, the Company hereby adopts and concurs in I.U.R.C. Tariff No. T-7, Part I, Section 3 for Low Income Programs.



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Effective: January 1, 1998

Officer: Alan B. Terrell  
Title: President

## 2.0 LOW-INCOME PROGRAMS<sup>1</sup>

### 2.1 Description

The Low-Income Program is a federal program, that reimburses eligible telecommunications carriers (ETCs) for reducing their monthly service charges for voice telephony service as defined in 47 C.F.R. 54.101 to eligible low-income customers. The Company participates in this assistance program to increase the availability of telecommunications services to all consumers in its serving areas.

The Low-Income Program was approved pursuant to the Commission's Order of November 5, 1997, in Cause No. 40785. Pursuant to that Order, any telecommunications carriers desiring to be declared an Eligible Telecommunications Carrier ("ETC") for the purpose of receiving interstate Universal Service Funds may file a concurrence in I.U.R.C. T-7, Lifeline tariff, or may file a stand-alone tariff for such low-income programs (Cause No. 40785, Page 10). The structure of the program is outlined in the following paragraphs.

### 2.2 Definitions

The following terms shall be defined as follows:

**Qualifying low-income subscriber** – a subscriber who meets the low-income eligibility criteria established by the Indiana Utility Regulatory Commission:

Participation in at least one of the following federal programs:

- a. Medicaid; Supplemental Nutritional Assistance Program (SNAP) also known (T) as food stamps; Supplemental Security Income (SSI); federal public housing assistance or Section 8 (a Federal Housing Assistance Program administered by the Department of Urban Development); Low-Income Home Energy Assistance Program (LIHEAP); Temporary Assistance for Needy Families (TANF); or the National School Lunch's free lunch program (NSL).
- b. Annual Household Income is at or below 135% of the Federal Poverty Guidelines.

**Toll blocking** – a service provided by carriers that lets consumers elect not to allow the completion of outgoing toll calls from their telecommunications channel.

**Toll control** – a service provided by carriers that allows consumers to specify a certain amount of toll usage that may be incurred on their telecommunications channel per month or per billing cycle.

**Toll limitation** – denotes both toll blocking and toll control.

<sup>1</sup>Material on this sheet formerly appeared on the Preface Sheet and Part I, Section 3, 2<sup>nd</sup> Revised Sheet 1.

**2.0 LOW-INCOME PROGRAMS (Continued)<sup>2</sup>**

**2.3 Lifeline Assistance**

**a. Description**

Lifeline Assistance reduces an eligible Customer's monthly rate for voice telephony service. (T)

**b. Regulations**

1. Lifeline Assistance is available to all residential customers who meet the following eligibility requirements:
  - i. Customers must be participants in at least one of the following programs:  
Medicaid, Supplemental Nutritional Assistance Program (T) (SNAP), Supplemental Security Income (SSI), federal public housing assistance or Section 8 (a Federal Housing Assistance Program administered by the Department of Urban Development), Low Income Home Energy Assistance Program (LIHEAP), Temporary Assistance for Needy Families (TANF), or the National School Lunch's free lunch program (NSL).
  - ii. Annual Household Income is at or below 135% of the Federal Poverty Guidelines.
2. As a participant in Lifeline Assistance, customers are eligible to receive Toll Blocking Service or Toll Control Service, as described in their Indiana Serving Tariff, at no charge. These services will only be provided at the customer's request.
3. Local service deposit requirements will be waived for customers who voluntarily receive Toll Blocking Service or Toll Control Service.
4. Participants in Lifeline Assistance shall not be disconnected from Local service for non-payment of toll charges. In addition, the Company will not deny re-establishment of local service to customers who are eligible for Lifeline Assistance and have previously been disconnected for non-payment of toll charges.
5. Partial payments that are received from Lifeline customers will first be applied to local service charges and then to any outstanding toll charges.

<sup>2</sup>Material on this sheet formerly appeared on Part I, Section 3, 2<sup>nd</sup> Revised Sheet 2.



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2.0 **LOW-INCOME PROGRAMS (Continued)**<sup>3</sup>

2.3 Lifeline Assistance (Continued)

b. Credits

The following credits will apply for each customer eligible for Lifeline Assistance:

Federal Credit	<u>Monthly Credit</u> \$9.25	(C)
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2.4 Link-Up Assistance (Lifeline Connection Assistance)\*

(D)

\*The requirement to for ETCs to offer Link-Up assistance (discounted service connection charges) was eliminated by the Federal Communications Commission pursuant to the Lifeline Reform and Modernization Order, Released February 6, 2012.

<sup>3</sup> Material on this sheet formerly appeared on Part I, Section 3, 1<sup>st</sup> Revised Sheet 3.

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EFFECTIVE: August 1, 2012  
FCC Docket No. WC 11-42

# ROCHESTER TELEPHONE CO., INC.

## DESCRIPTION OF LIFELINE ASSISTANCE PROGRAM

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In order to increase the availability of telecommunications services to all consumers in this serving area, ROCHESTER TELEPHONE COMPANY offers a low income assistance program, Lifeline Assistance. Any subscriber who meets the low income eligibility criteria established by the Indiana Utility Regulatory Commission (IURC), and lives within the ROCHESTER TELEPHONE COMPANY service area is eligible to participate in this program.

In order to meet the low income eligibility criteria established by the IURC, a customer must be a participant in one of the following programs: Medicaid, food stamps, Supplementary Security Income (SSI), federal public housing assistance or Section 8 (a Federal Housing Assistance Program [LIHEAP]), Temporary Assistance to Needy Families (TANF), National School Lunch Free Program (NSL), or Income-based Federal Eligibility (a family income at or below 135% of the Federal Poverty Guidelines.)

Lifeline Assistance reduces an eligible customer's monthly Federal Subscriber Line Charge and rates for local service. An eligible customer receives a monthly \$9.25 credit for Lifeline Assistance.

As a participant in Lifeline Assistance, customers are eligible to receive Toll Blocking service at no charge. This service will only be provided at the customer's request. Also, participants in Lifeline Assistance will not be disconnected from local service for nonpayment of toll charges. In addition, the company will not deny re-establishment of local service to customers who are eligible for Lifeline Assistance and have been previously disconnected for nonpayment of toll charges.

Rochester Telephone Company, Inc.

I.U.R.C. Tariff No. 1  
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### LOW INCOME PROGRAMS CONCURRENCE

Pursuant to the provisions contained in Cause Nos. 40785 and 41052, Rochester Telephone Company, Inc. concurs in I.U.R.C. Tariff No. T-7, Part I, Section 2 for Low Income Programs.

Effective: July 1, 2013

Officer:  
Title:

Joseph P. McCarter  
President